

REMARKS

Applicants have amended claims 6, 7, 14, 15, 19, and 20. Claims 1-4, 6-12, and 14-20 remain pending. Claims 1, 2, 6, 7, 9, 10, 14, 15, 17, 18, 19, and 20 are independent. Support for the amendments can be found on at least page 24, lines 20-24 of Applicants' original specification.

In the Office Action mailed on January 3, 2006, the Examiner rejected claims 1-4, 9-12, 17, and 18 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,571,234 to Knight et al. ("*Knight*") in view of U.S. Patent Pub. No. 2005/0125504 to Leeds ("*Leeds*"); and rejected claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a) as being unpatentable over *Knight* in view of U.S. Patent No. 6,816,885 to Raghunandan ("*Raghunandan*").

Rejection of claims 1, 4, 9, 12, and 17 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 1, 4, 9, 12, and 17 under 35 U.S.C. § 103(a) based on *Knight* in view of *Leeds*. To sustain a rejection under 35 U.S.C. § 103(a) the Examiner must establish a *prima facie* case of obviousness by showing (1) that the applied prior art references, taken alone or in combination, teach or suggest all of the claim elements; (2) that there is motivation to modify the cited references to result in the claimed invention; and (3) that there is an expectation of success from modifying the cited references.

With respect to independent claim 1, *Knight* and *Leeds*, taken alone or in combination, do not establish a *prima facie* case of obviousness because they do not teach or suggest all of the claim elements. In particular, *Knight* does not teach or suggest a "message subscription type setting means" that "[sets] a subscription type...in accordance with an instruction from the user" (emphasis added), as recited in claim 1.

The relied-upon portions of *Knight* (col. 13, lines 15-25; col. 15, lines 1-24) discuss subject matter area control buttons which “allow the user to identify an initial broad area of search for a group of logically related messages” (col. 13, lines 14-16). The Examiner alleges that the “[i]dentify messages for viewing” and “[f]ilter, query, and search for messages” language in the relied-upon portions disclose the claimed “message subscription type setting means” that “[sets] a subscription type...in accordance with an instruction from the user” (Office Action at 3).

The Examiner’s relied-upon portions, however, do not constitute a “message subscription type setting means,” that “[sets] a subscription type...in accordance with an instruction from the user” (emphasis added), as required by Applicants’ claim 1. In *Knight*, the only way a subscriber can use the online message board is via a browser (*Knight*, Figs. 3B, 3C; col. 11, lines 21-31). Therefore, the user cannot instruct the system to “set” the subscription type, because a browser is the only subscription type available. Thus, *Knight* does not disclose a “message subscription type setting means” that “[sets] a subscription type...in accordance with an instruction from the user” (emphasis added), as recited in claim 1.

Leeds does not cure this deficiency in *Knight*, nor does the Examiner rely on *Leeds* for this teaching (Office Action at 3). Thus, *Knight* and *Leeds*, taken alone or in combination, fail to teach or suggest at least the above-quoted element of claim 1. For at least this reason, the Examiner has not established a *prima facie* case of obviousness regarding claim 1. Accordingly, Applicants request withdrawal of the rejection under 35 U.S.C. § 103(a) based on *Knight* and *Leeds*.

In addition, neither *Knight* nor *Leeds* teaches or suggests “the subscription type [including] at least delivery via mail and browsing via a browser” (emphasis added), as recited in claim 1. The Examiner acknowledges that “Knight does not teach of a subscription type including at least delivery via mail” (Office Action at 3) (emphasis added). The Examiner uses *Leeds* in an attempt to cure this deficiency, arguing, “Leeds teaches of a plurality of methods for subscribing to messages, wherein messages posted to a forum may be delivered via email (Paragraph 0051)” (Office Action at 3). The Examiner contends that “the teachings of Leeds to provide a plurality of methods for subscription to messages including delivery via email would improve the system of Leeds by allowing subscribers to receive and view messages in different forms.” *Id.*

However, even if the Examiner’s characterizations are correct, these characterizations do not constitute a teaching or suggestion of at least two different subscription types, including “delivery via mail and browsing via a browser,” as recited in claim 1. *Leeds* discloses various ways in which an agent notifies a user that a message has been posted to a forum (see *Leeds*, para. 0051). *Leeds* states, *inter alia*:

If a message is posted to the CatTalk forum, the agent 360 could notify the user 310 of that posting. The notification could take the form of a small message in the navigator bar 410 or another suitable location. Alternatively, the agent 360 could open a CatTalk dialog box to be displayed on the monitor 48 with the message displayed. The agent 360 could monitor the other chat forums in a similar manner, allowing the user 310 to assign priority levels to particular forums, thereby, ordering incoming messages. Yet, another alternative would deliver messages posted to a forum of which the user 310 has subscribed via email (*Leeds*, para. 0051) (emphasis added).

Leeds discloses only one subscription type per embodiment; *Leeds* does not teach or suggest at least two subscription types per embodiment. Furthermore, *Leeds* does not teach or suggest that a user has the option of selecting different subscription types. Therefore, *Leeds* does not teach or suggest “the subscription type [including] at least delivery via mail and browsing via a browser” (emphasis added), as recited in claim 1. *Knight* and *Leeds*, taken alone or in combination, therefore fail to teach or suggest at least the above-quoted element of claim 1. Accordingly, for this reason also, the rejection under 35 U.S.C. § 103(a) based on *Knight* and *Leeds* should be withdrawn.

Although independent claims 9 and 17 are method or computer claims, they recite subject matter similar to that of claim 1, and are allowable for at least the reasons presented above for claim 1. In addition, claims 4 and 12 are allowable at least based on their respective dependence from allowable claims 1 and 9.

Rejections of claims 2, 3, 10, 11, and 18 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 2, 3, 10, 11, and 18 under 35 U.S.C. § 103(a) based on *Knight* in view of *Leeds*.

For the reasons presented above with respect to claim 1, neither *Knight* nor *Leeds*, alone or in combination, disclose “the subscription type [including] at least delivery via mail and browsing via a browser” (emphasis added), as recited in independent claim 2. Accordingly, the rejection under 35 U.S.C. § 103(a) based on *Knight* and *Leeds* should be withdrawn. In addition, although independent claims 10 and 18 are method or computer claims, they recite subject matter similar to that of claim 2, and are allowable based on the arguments presented above for claim 2.

Claims 3 and 11 are allowable at least based on their respective dependence from allowable claims 2 and 10.

Rejection of claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a) based on *Knight* in view of *Raghunandan*.

With respect to independent claim 6, *Knight* and *Raghunandan*, taken alone or in combination, do not establish a *prima facie* case of obviousness because they do not teach or suggest all of the claim elements. In particular, *Knight* does not teach or suggest an “access control means” that “[grants] access permission for specified topics” (emphasis added), as recited in amended claim 6. The relied-upon portions of *Knight* (Office Action at 6) state the following: “when posting replies, the user is given the option of sending the reply only where it can be seen by other authorized members of the community (i.e., subscribers to the online service provider)” (*Knight*, col. 12, lines 40-42) and “[c]ontributions from subscriber-user postings of messages are handled by posting logic routine 235” (*Knight*, col. 8, lines 53-55). Based on these portions of *Knight*, the Examiner argues that “*Knight* teaches that subscribers are authorized members, therefore *Knight* clearly teaches of authentication since users must be authorized to view and post messages” (Office Action at 10) (emphasis added).

However, even if the Examiner’s characterizations are correct, “authentication” does not constitute an “access control means” that “[grants] access permission for specified topics” (emphasis added), as recited in claim 6. In addition to the Examiner’s relied-upon portions, in explaining the invention, *Knight* also states that the user “has already established connection with the online service provider, and has accessed the

main website page” (*Knight*, col. 11, lines 21-31). *Knight* omits any mention of an “access control means” that “[grants] access permission for specified topics.”

Accordingly, *Knight* does not teach or suggest the above-cited element in claim 6.

Raghunandan does not cure this deficiency in *Knight*, nor does the Examiner rely on *Raghunandan* for this teaching (Office Action at 6-7). Thus, *Knight* and *Raghunandan*, taken alone or in combination, fail to teach or suggest at least the above-quoted element in claim 6. For at least this reason, the Examiner has not established a *prima facie* case of obviousness. Accordingly, the rejection of claim 6 under 35 U.S.C. § 103(a) based on *Knight* and *Raghunandan* should be withdrawn.

Independent claim 7 recites subject matter similar to that of claim 6, and is allowable for the reasons presented above with respect to claim 6. Similarly, although independent claims 14, 15, 19, and 20 are method or computer claims, they recite subject matter similar to that of claim 6, and are allowable based on the arguments presented above for claim 6. In addition, claims 8 and 16 are allowable at least because of their respective dependence from claims 6 and 14.

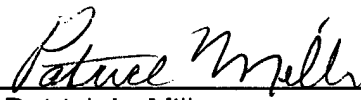
In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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